

AN ORDINANCE 2006-04-13-0464

AUTHORIZING THE CITY OF SAN ANTONIO TO ACT AS THE LOCAL REDEVELOPMENT AUTHORITY AS ALLOWED UNDER FEDERAL LAW FOR THE PURPOSES OF APPLYING FOR AND ACCEPTING A FEDERAL PLANNING GRANT FROM THE DEPARTMENT OF DEFENSE OFFICE OF ECONOMIC ADJUSTMENT (THE "OEA") IN AN AMOUNT NOT TO EXCEED \$916,195.00 TO BE USED FOR THE FUNDING OF STAFF AND PROFESSIONAL SERVICES IN SUPPORT OF THE COMMUNITY'S EFFORTS IN PARTNERING WITH THE MILITARY TO IMPLEMENT THE RESULTS OF THE 2005 MILITARY BASE CLOSURE AND REALIGNMENT COMMISSION (the "BRAC").

* * * * *

WHEREAS, recommendations by the Base Realignment and Closure Commission of 2005 were submitted to and approved by the President of the United States making such recommendations federal law to be enacted by the Department of Defense and other federal offices; and

WHEREAS, such enactment shall result in a net gain of approximately 3,600 jobs to the City's military installations providing a significant economic impact to the entire community; and

WHEREAS, the Office of Economic Adjustment (the "OEA") is the federal agency responsible for assisting communities that are significantly impacted by base realignments and closures and provides technical and financial assistance for growth management planning to local governments impacted by the rapid population growth from new or expanding military missions like that expected in San Antonio; and

WHEREAS, to plan for this growth, the City has joined with Bexar County and the business community to establish the Military Transformation Task Force (the "MTTF") to develop and implement the community's support plans for accommodating the increased growth; and

WHEREAS, the MTTF, with the assistance of the Defense Transformation Institute (the "DTI"), will also partner with the military to identify economic development opportunities that can benefit the community and the military by leveraging current and projected military missions and assets in the areas of technology, research, education, and neighborhood revitalization; and

WHEREAS, to support the efforts of the MTTF and DTI, the City is seeking to apply for a planning assistance grant in an amount not to exceed \$916,195.00 from OEA which will be used to help fund staff and professional services dedicated to the implementation of BRAC laws; and

WHEREAS, in addition to the economic growth presented under the implementation of BRAC 2005, there is the potential for a conveyance of surplus federal property; and

WHEREAS, under federal guidelines the City is required to designate a Local Redevelopment Authority to negotiate with the federal government for property acquisition and may choose to designate itself as such an Authority; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:


SECTION 1. The City Council of the City of San Antonio hereby authorizes the City to act as the "Local Redevelopment Authority" as authorized under federal BRAC guidelines in negotiations for any property acquisition and to apply for and accept a federal planning grant from the Department of Defense Office of Economic Adjustment in an amount not to exceed \$916,195.00.

SECTION 2. The City Manager or her designee is hereby authorized to execute any and all documents deemed necessary by the City Attorney's Office to carry out the purpose and intent of this Ordinance.

SECTION 3. Upon award of a grant from the OEA, the City's Director of Finance is authorized to establish the necessary fund numbers, internal orders, General Ledger account numbers, or other necessary nomenclatures to deposit and/or withdraw on said grant amount.

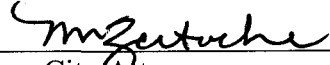
SECTION 4. This ordinance shall be effective immediately upon passage.

PASSED AND APPROVED this 13th day of APRIL 2006.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM:


for City Attorney

**Grant Agreement
for
San Antonio (APG)
AP0516-05-01**

This agreement is between the City of San Antonio, TX, the Grantee, and the Office of Economic Adjustment (OEA), the Grantor, on behalf of the Department of Defense. The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated _____, at the estimated cost of _____. The _____ consists of _____ from the Grantor and _____ from non-Federal sources.

1. Compliance by the Grantee

A. Overall Compliance: The Grantee and any consultant/contractor operating under the terms of this grant shall comply with all Federal, State, and local laws applicable to its activities; 32 CFR Part 33, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; OMB Circulars A-87, "Cost Principles for State and Local Governments," and the revised A-133, "Audits of States, Local Governments and Non-Profit Organizations"; and 32 CFR Part 28, "New Restrictions on Lobbying (Grants)."

B. Debarment and Suspension: The Grantee agrees to comply with the requirements regarding debarment and suspension in Subpart C of 32 CFR part 25, which implements E.O. 12549 [3 CFR, 1986 Comp., p. 189]; E.O. 12689 [3 CFR, 1989 Comp., p. 235]; and Sec. 2455 of Federal Acquisition and Streamlining Act of 1994 (Pub. L. 103-355). The Grantee also agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 32 CFR part 25.

C. Drug-Free Workplace: The Grantee agrees to comply with the requirements regarding drug-free workplace in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, *et seq.*).

D. Hatch Act: The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

E. Grant Terms and Conditions: The Grantee and any consultant/contractor employed under this grant shall comply with the terms of this Grant Agreement. The decision of the Grantor in interpreting the Terms and Conditions of this grant shall be final.

2. Terms and Conditions

A. The grant period is from _____, through _____. Eligible costs incurred between _____ and the date of this grant agreement are allowable and reimbursable.

B. The Grantee assures that _____ or _____ percent of the total project costs shall be contributed by non-Federal sources.

C. Any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor.

D. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, for the convenience of the Government or whenever it is determined that the Grantee has failed to comply with the conditions of the grant.

E. The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the grant.

F. Activities Prohibited

(1) Duplication of Work: The purpose and scope of work for which this grant is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the grant period.

(2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.

(3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting grant requirements may be eligible project costs and may be paid out of funds made available from this grant provided such costs are otherwise eligible.

(4) The Grantee hereby agrees that no funds made available from this grant shall be used, directly or indirectly, to inform and/or influence base closure or realignment deliberations under Public Law 101-510, as amended, of the Department of Defense (including any of its components) and/or the Base Realignment and Closure (BRAC) Commission.

G. Personnel Approvals

The Grantor reserves the right to approve or disapprove the selection of professional-level employees of the Grantee. If requested by the Grantor, resumes, in sufficient detail to reveal the experience, education, and other general and special qualifications for the position, must be submitted to the Grantor for consent prior to employment of a candidate.

H. Use of Consultants/Contractors

(1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 32 CFR Part 33. The following terms, which are drawn from the Common Rule, are intended merely to highlight some of these standards and are, therefore, not inclusive.

(2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.

(3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements, under \$100,000 in the aggregate unless otherwise required by State or local law or regulations.

(4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by either the Grantee's officers, employees, or agents, or by contractors or their guests.

I. Separate Bank/Fund Accounts

(1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of grant funds. Other considerations, such as FDIC coverage, shall be in accordance with the provisions of 32 CFR Part 33.

(2) Interest earned on Federal funds shall be reported to the Grantor and used to reduce the Federal share of this grant. Grantees shall promptly, but at least quarterly, remit interest earned on advances to the Grantor. The Grantee may keep interest amounts up to \$100 per year for administrative expenses.

J. Grant Payments

(1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds.

(2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.

(3) Grant payments will be made by electronic funds transfer.

(4) When grant payments are cash advances, they shall be quarterly or as needed. The amount requested will be limited to that actually required.

(5) Grantor will withhold 10 percent of the Federal share of the contractual amount of the grant subject to receipt of all required deliverables.

(6) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.

(7) Requests for Federal funds (SF 270's) for payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

K. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of official grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from OEA.

L. Office Equipment

All requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000, shall be submitted to the Grantor for prior approval. (This applies to equipment not included in the approved application.)

M. Expenses and Purchases Excluded

(1) Funds budgeted under this grant may not be used for marketing or entertainment expenses.

(2) Funds budgeted under this grant may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

N. Grantee Contributions

Contributions by the Grantee, whether cash or in-kind, are expected to be paid out at the same general rate as Federal funds.

O. Grantee Reporting

(1) Interim performance reports and one final performance report are required for this grant. The performance reports will contain information on the following:

(a) A comparison of actual accomplishments to the objectives established for the period.

(b) The reasons for slippage if established objectives were not met.

(c) Additional pertinent information when appropriate.

(d) An accounting of actual and projected quarterly expenditures by the budget line items approved in the grant. The amount of Federal cash on hand at the beginning and end of the reporting period must also be provided.

(e) The final performance report must contain a summary of activities for the entire grant period. All required deliverables should be submitted with the final performance report.

(2) The final SF 269A, "Financial Status Report," shall be submitted to the Grantor within 90 days after the end date of the grant. Any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor.

(3) Please refer to the attached "Schedule of Reports" for reporting periods and dates due.

P. Contractor Deliverables

(1) A disclaimer statement will appear on the title page of any study prepared under this grant. It will read:

"This study was prepared under contract with the City of San Antonio with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the City of San Antonio and does not necessarily reflect the views of the Office of Economic Adjustment."

(2) The contractor identification will appear on the title page of the analysis funded by this grant.

(3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

Q. Audits

(1) The Grantee is required by OMB Circular A-133 and the Single Audit Act, 31 U.S.C. 7502(h) to furnish a sufficient number of copies of audit reports to a Governmentwide clearing house established by OMB.

- (2) The Grantee shall send the audit reports to:

Single Audit Clearinghouse
1201 E. 10th Street
Jeffersonville, IN 47132

(3) The Grantee shall advise the Grantor in writing when the audit report is furnished to the Clearinghouse.

(4) The Department of Defense reserves the right to conduct an independent follow-up audit.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien

Patrick J. O'Brien

Director

Office of Economic Adjustment

DATE

Ramiro Alfonso Cavazos

Director

Economic Development Department

DATE